

MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That David Eichen, a married man,
for and in consideration of ONE DOLLAR to me in hand paid, and the premises hereinafter set forth do her: by grant, bargain ^{and} sell and convey unto

John H. Middleton, of Collinsville
Indian Territory, and unto his successors heirs and assigns, forever, the following property situated in the Incorporated town of Collinsville
Indian Territory, and within the Cherokee Nation, to wit: the West half of lot five (5) in block fifty one (51)

To have and to hold the same to the said John H. Middleton,
successors heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and
he hereby covenant with the said John H. Middleton, that he will forever warrant and defend the title to
said property against all lawful claims.

And I, Ethel Eichen, wife of the said David Eichen,
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said David Eichen
justly indebted to the said John H. Middleton, in the sum of
Eighty and 25/100 (\$80.25) DOLLARS,

evidenced by promissory note of even date herewith by which promise to pay to the order of date November 12th, 1906

the sum of four eighty and 25/100 Dollars (\$80.25)
for value received six months days after date, executed by David Eichen

with interest at 6 per cent interest per annum after maturity.

First parties agree to keep the buildings on the above premises constantly insured against loss by fire and tornado in a sum not less than \$
and loss, if any, payable to second party, as interest may appear at the time, and police delivered to said second party, and to keep all taxes paid.

Now, if said first parties, or anyone for them shall pay said moneys at the time and in the manner aforesaid, then the above conveyance shall be null and void. And
in case of non-payment of same or any part thereof, or a failure to keep said insurance and tax agreements, then the whole shall be at once due and payable and the said
grantee or his assignee, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder for cash, at the front door of the court house in
the city of Collinsville, Indian Territory, public notice of the time and place of said sale having been first given thirty days, by advertising in
some newspaper published in said city or by any printed or written hand bills posted in the public places in said city as provided by Sections 3049 and 3356, Mansfield's
Digest of Laws of Arkansas at which sale the said grantee or his assignee, agent or attorney in fact, may bid and purchase as any third person might do.

And we hereby authorize the said grantee or his assigns to convey said property to anyone purchasing at said sale; and the recitals of his deed of
conveyance shall be taken as prima facie true. And the proceeds of said sale shall be applied, first to all costs and expenses attending said sale; second, to the payment
of said debt and interest, and the remainder, if any, shall be paid to said grantor. The homestead apportionment and right of redemption allowed by law are hereby
expressly waived

WITNESS my hand and seal this 12th day of November A. D., 1906

(Seal)

David Eichen

(Seal)

(Seal)

Ethel Eichen

(Seal)

County of Montgomery
State of Kansas
UNITED STATES OF AMERICA,
Indian Territory, District. } ss:

Acknowledgment.

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Montgomery County, State of Kansas
Territory aforesaid, duly commissioned and acting as such, David Eichen, to me personally well

known as the grantor in and within the foregoing Deed, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And I further certify that on the same day also voluntarily appeared before me, the said Ethel Eichen
wife of said David Eichen to me well known, and in the absence of her said husband, declared that she had,
of her own free will, signed and sealed the relinquishment of dower under the foregoing deed for the consideration and purpose therein mentioned and set forth, without com-
pulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 12th day of November 1906

(SEAL) Montgomery Co. Kansas

Chas. A. Eichen

Notary Public.

My commission expires Sept. 11th 1906

Filed for record Dec. 9 1906, at 1 o'clock P. m.

Oliver Lorton
Deputy Clerk & ex-officio Recorder.